

## Groswald Law Post-Petition Chapter 7 Bankruptcy Representation Agreement

This post-petition chapter 7 bankruptcy agreement is entered into between Client and Groswald. Client agrees to pay **\$1,600.00** (one thousand six hundred dollars) over a period of no more than 11 months from the date this agreement is signed. All funds paid are **non-refundable**.

### Scope of Agreement

Under the post-petition agreement, Groswald agrees to represent Client from the date this document is signed until Client obtains Client's chapter 7 bankruptcy discharge (i.e. the "wipe out" of the debts) under 11 U.S.C. § 101 et seq., of the United States Bankruptcy Code, or the case terminates otherwise.

Groswald will draft and file Client's Schedules (A/B, C, D, E/F, G, H, I, J), Statement of Financial Affairs ("SOFA"), Form 122A (the "means test"), statement of intent, and other miscellaneous legal documents. Groswald will represent Client for reaffirmation agreements, motions to avoid non-PMSI liens in household goods, and motions to avoid judicial liens. Groswald will represent Client at § 341 meeting of creditors. Groswald will speak with the chapter 7 trustee on Client's behalf when necessary as it relates to asset liquidation, trustee turnover demands, and other miscellaneous dealings with the chapter 7 trustee. Groswald will represent Debtor if it relates to any presumption of abuse allegations (i.e. a "707") from the United States Trustees office. Groswald will file the financial management certificate.

This agreement does not include adversaries and/or appeals. If any adversary proceedings are filed by the client, or against the client in the bankruptcy, or any contested matters arise, including representation in any matter attempting to avoid a contested matter, such representation shall require a separate agreement and additional fees or counsel may withdraw from the case if client did not accurately disclose the matters leading to the adversary. If any dispute arises related to accounting (for example with the IRS or balance due on mortgages), or valuation, then the client shall be expected to retain a professional accountant or appraisal to provide these services. If matters arise outside of bankruptcy expertise, where there is extensive litigation regarding non-bankruptcy issues, the client may be requested to employ counsel specializing in such other areas.

If an adversary proceeding is filed or contested matter is filed or threatened in the bankruptcy court against the client, or if the client wishes this firm to file an adversary proceeding against someone else, then an additional retainer and/or contract will be required for the law firm's representation in this matter, or counsel may decline representation in the adversary proceeding.

If the client has some other litigation in the bankruptcy other than the bankruptcy case itself, then we would charge an hourly rate to represent the client in that litigation. Any litigation over the value of the client's property or right to exempt the property would be included as matters requiring an additional retainer. The client agrees to an hourly rate of \$250.00 per hour for Maxwell Groswald. If the total due from the hourly fee exceeds the

Sign

Date

amount of the initial fee, the client shall remain liable for the excess, and the law firm may discontinue representation if the excess is not paid.

Cooling Off Period: Client has three business days from the date this document is signed to rescind this agreement.

Client Acknowledgments: Client believes that if Client enters into a post-petition agreement with Groswald, it will not be an undue hardship for Client to pay Groswald \$1,600.00 within at least 11 months. Client acknowledges that in the event any part of this agreement is rendered unenforceable, the remainder of this agreement will still be given full force and effect.

Additional Disclosures:

Client understands that Client has an obligation to honor this agreement, and that this agreement cannot be discharged in Client's chapter 7 bankruptcy. If Client defaults on this agreement, Groswald reserves the right to file a lawsuit to collect the remaining balance owed. Client consents to venue and personal jurisdiction in Saint Louis County, Missouri. Should formal judicial proceedings be filed to collect, Client consents to Groswald also collecting reasonably attorney fees for any collection efforts, along with court costs and fees.

This contract is to be interpreted under the laws of the State of Missouri, and no oral modification of the contract shall be permitted if not incorporated by a written modification signed by all parties. Clients agree that all information disclosed should be accurate, and that they shall not withhold any information responsive to questions asked by the attorney either in person or on documents or letters from the firm. Any material misrepresentation or failure to disclose relevant information will be grounds for the firm to cancel the representation, and withdraw from the case, and may result in loss of all fees paid.

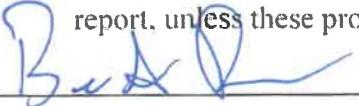
Missed Hearings

There will be a meeting of creditors about one month after the bankruptcy is filed. The client will receive a notice from the court giving the time and date of this hearing. This notice should be received between one and two weeks after the case is filed. If the client does not receive such notice within three weeks after the case is filed, the client should call our office or the bankruptcy court to get the time and date of this meeting.

The client must attend the meeting of creditors (if the case is filed jointly by husband and wife, both must attend the meeting). The law office will arrange to have an attorney representing the clients at this meeting. If the client does not appear at the meeting, then the case may be dismissed. Failure to appear at the meeting of creditors may result in additional attorneys fees at Groswald Law's discretion.

Reaffirmation:

Some creditors may request that the client sign a Reaffirmation Agreement. This agreement allows the creditor to sue the client for the debt despite the bankruptcy. While creditors may orally promise to allow the client to keep a credit card or improve the credit report, unless these promises are in writing, they are no good.

  
Sign

10/19/22

Date

If no reaffirmation is signed and filed, the mortgage and car companies usually will not report on-going payments to the credit bureau. At the same time, most do not send us a reaffirmation automatically, and we are unable to prepare one ourselves. While we will inform the client if we receive a request for a reaffirmation, if none is received the client will need to contact the mortgage company or car company to have them send one to the client or to us, and then meet with us to sign it. The reaffirmation must be signed and filed within 45 days or so of filing, or it might be too late to file.

Unless noted to the contrary on this page, the law firm will not advise the client when a creditor requests a reaffirmation of a debt except as to car loans and mortgages.

Separate Lawsuits: If Client is suing someone, or anticipates suing someone in state or federal court, it is necessary to get bankruptcy court approval to continue that suit, and to approve any settlement of that lawsuit. Discuss these suits with Mr. Groswald before you file the case. If the suit or right to sue is not disclosed on the bankruptcy, then you will not be able to sue in the future, or continue the lawsuit in most circumstances. If anyone is suing you, bring copies of the lawsuit documents to the meetings with Mr. Groswald.

Financial Management Course: The law requires that you take a credit counseling course at least one day prior to the day you file the case, and take a financial management course before the case is completed – to be safe within 2 months after you file the case. If the financial management course is not done and filed with the court by the time the court closes the case, **your bankruptcy will be closed without a discharge**. Client will have to pay a substantial court fee to reopen the case, plus attorney's fees of \$750.00.

Destruction of Documents: This office may destroy or otherwise dispose of the client's file 90 days following the notice of discharge from the court, or the order dismissing the case. The client may pick up any court papers from the file two months after the discharge from the court. The client should not provide our office with originals of any important documents, but instead should photocopy any documents requested. This office will not be responsible for any original papers given it.

Groswald Law is a Debt Relief Agency: If the terms of this contract accurately reflect the agreement between clients and attorneys, please acknowledge your consent by signing where indicated below. We look forward to working with you. I hereby acknowledge and consent to all the terms of the above contract, which includes the entire agreement between the parties.  
Groswald Law LLC is a debt relief agency. Clients employ attorneys to represent clients as clients' attorneys at law for the sole purpose of obtaining bankruptcy relief under the United States Code. This representation agreement is limited to representation in general bankruptcy (chapter 13/chapter 7) only.

Sign

10/19/22

Date